

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

IN RE: WORLD TRADE CENTER
DISASTER SITE LITIGATION

21 MC 100 (AKH)

IN RE: WORLD TRADE CENTER LOWER
MANHATTAN DISASTER SITE LITIGATION

21 MC 102 (AKH)

IN RE: COMBINED WORLD TRADE CENTER
AND LOWER MANHATTAN DISASTER SITE
LITIGATION (STRADDLER PLAINTIFFS)

21 MC 103 (AKH)

THIS DOCUMENT APPLIES TO ALL CASES

**SUPPLEMENTAL CERTIFICATION OF GREGORY J. CANNATA IN RESPONSE TO
THE APPLICATION OF THE NAPOLI FIRM COMMON BENEFIT EXPENSES**

Gregory J. Cannata, an attorney duly admitted to practice law in the State of New York and the Southern District of New York, certifies the following under penalty of perjury:

1. I am the principal of Gregory J. Cannata & Associates, Liaison Counsel in the 21 MC 102 litigation. I represent approximately 60 plaintiffs affected by the proposed settlement in the 21 MC 100 docket.

2. I submit this Supplemental Certification in response to the application of Worby Groner Edelman & Napoli Bern (hereinafter the "Napoli Firm") for reimbursement of "Common Benefit Expenses" and I also submit this Supplemental Certification in response to the Certification submitted by Sullivan Papain Block McGrath & Cannavo P.C. (hereinafter the "Sullivan Firm").

3. A significant proportion of the “Common Benefit Expenses” claimed by the Napoli Firm are for outside attorneys who deposed witnesses, prepared and argued briefs, and the like. These expenses are part of a firm’s general overhead and are neither charged to a client, nor passed along to referring attorneys or co-counsel.

4. This latter point is reflected in the language of the Napoli Firm’s Retainer itself:

11. Association of Other Attorneys: Attorneys may **at their own expense**, use or associate other attorneys in the representation of the aforesaid claims of the Client (emphasis added).

5. Accordingly, if the Napoli Firm has agreed not to pass on the costs of hiring outside attorneys to its own clients, how can it claim this expense as a “Common Benefit Expense” to be passed on to my clients? The answer, of course, is that it cannot.

Conclusion

6. I respectfully request that all Common Benefit Expenses claimed by the Napoli Firm be disallowed.

Dated: New York, New York
August 30, 2010

Respectfully submitted,

/s/

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